



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Accepting Improvements Under Contract for State Route 99/ Harney Lane Interim Improvement Project, Appropriating Funds (\$60,000) and Authorizing City Manager to Execute a Plant Establishment Agreement with Knife River Construction, of Stockton

MEETING DATE: January 18, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting improvements under contract for State Route 99/Harney Lane interim improvement project, appropriating funds in the amount of \$60,000 and authorizing City Manager to execute a plant establishment agreement with Knife River Construction, of Stockton.

BACKGROUND INFORMATION: The project was awarded to Knife River Construction, of Stockton, on October 20, 2010, in the amount of \$944,450. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consists of widening Harney Lane, Cherokee Lane, and East State Route 99 Frontage Road; installing traffic signals at the intersections of Harney Lane/Cherokee Lane and Harney Lane/East State Route 99 Frontage Road; and other incidental and related work.

The final contract price was \$1,039,185.91. The difference between the contract amount and the final contract price is mainly due to contract change orders which added work to the contract and which addressed field conditions which were different than what was shown in the plans and specifications.

Other costs associated with the project are as follows:

1. Mark Thomas & Company (contract administration and inspection)	\$206,367
2. Fehr & Peers (construction support, signal)	\$ 19,380
3. Environmental Permit Fees	\$ 27,265
4. City-Furnished Signal Equipment	\$ 39,519
5. State-Furnished Signal Equipment	\$ 17,002
6. City Contract Administration Costs	<u>\$ 66,296</u>
TOTAL	\$375,829

The total project cost was \$1,415,015. The funding sources of the project were Regional Transportation Impact Fees (\$652,724), Measure K (\$60,000), and Developer Fund (\$702,291). Measure K funds were appropriated at the time of contract award last fiscal year. Those funds were not spent last fiscal year and did not automatically roll over to the current fiscal year. Therefore, staff is requesting the appropriation of the original amount, \$60,000, to pay for the balance of the project.

APPROVED:


Konradt Bartlam, City Manager

The contractor, Knife River Construction, is required to maintain the new plants along the State Route 99 on/off ramps for a period of 250 working days before final project acceptance by Caltrans. Knife River Construction is requesting the City accept the project prior to the end of the plant establishment period and that they execute a plant establishment agreement for the same maintenance period and provide the necessary security and insurance to guarantee the work. Staff feels this is a reasonable request and is recommending the Council authorize the City Manager to execute the agreement.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: The project will increase the long-term maintenance cost of the added pavement sections and traffic signals. Lodi Community Facilities District No. 2007-1 special taxes will offset these added costs in the long term.

FUNDING AVAILABLE: Requested Appropriation: Measure K (325) – \$60,000



Jordan Ayers
Deputy City Manager/Internal Service Director



for F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf

cc: Senior Civil Engineer Chang
Management Analyst Areida-Yadav
Knife River Construction
Dale Gillespie, RMC Company

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DSS COMPANY DBA KNIFE RIVER CONSTRUCTION (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for STATE ROUTE 99/HARNEY LANE INTERIM IMPROVEMENTS PROJECT MAINTENANCE (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A. Contractor shall obtain a warranty security in the form and amount set forth in exhibit B.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on September 6, 2011 and terminates upon the completion of the Scope of Services or on September 5, 2012, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

Contractor acknowledges that Contractor has been paid in full for the materials and services called for in this Agreement under the State Route 99/Harney Lane Interim Improvements Agreement between the City and Contractor dated October of 2010. This agreement is entered into as an accommodation to Contractor to allow the acceptance of the remainder of that Agreement, reserving the Plant Establishment Work called for in Exhibit A of this Agreement and the Improvement Security set forth in Exhibit B for the performance of the Plant Establishment Work.

Section 3.2 Method of Payment: Reserved

N\A

Section 3.3 Costs

Contractor acknowledges that Contractor has been paid in full for the materials and services called for in this Agreement under the State Route 99/Harney Lane Interim Improvements Agreement between the City and Contractor dated October of 2010 and no costs remain due and payable.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section **4.1** Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section **4.2** ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section **4.3** Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section **4.4** No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section **4.5** Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section **4.6** Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn:

To CONTRACTOR: Knife River Construction
 655 W. Clay Street
 Stockton, CA 95206-1722

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase,

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California, Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:

CONTRACTOR:

D. STEPHEN SCHWABAUER, City Attorney

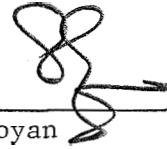
JANICE D. MAGDICH, Deputy City Attorney

By: _____



By: _____

Name: Steve Essoyan
Title: President



Attachments:

Exhibit A – Scope of Services

Exhibit B – Warranty Security

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

Doc ID:

CA:rev.01.2011

EXHIBIT A

PLANT ESTABLISHMENT WORK

The plant establishment period shall be Type 3 and shall not be less than 250 working days. Commercial fertilizer (slow release) shall be applied to trees, shrubs, vines and ground cover during the first week of April and September of each year. Commercial fertilizer shall be applied at the rates shown on the plans and shall be spread with a mechanical spreader wherever possible.

The center to center spacing of replacement plants for unsuitable ground cover plants shall be determined by the number of completed plant establishment working days at the time of replacement and the original spacing in conformance with the following:

ORIGINAL SPACING (Inches)	SPACING OF REPLACEMENT GROUND COVER PLANTS (Inches)		
	Number of Completed Plant Establishment Working Days		
	1-125	126-190	191-End of Plant Establishment
9	9	6	6
12	12	9	6
18	18	12	9
24	24	18	12
36	36	24	18

During the plant establishment period, the plants shall be watered utilizing the Remote Irrigation Control System (RICS) software program. A watering schedule shall be submitted to the Engineer for use during the plant establishment period.

Weeds within plant basins, including basin walls and ground cover, shall be controlled by hand pulling.

Weeds within mulched and ground cover areas and outside of plant basins shall be controlled by killing.

Weeds outside of mulched areas, plant basins, ground cover, the median, and paved areas shall be controlled mowing. At locations where proposed planting areas are 12 feet or more from the edges of existing plantings to remain and from shoulders, dikes, curbs, sidewalks, fences, and wall, the mowing limit shall be 6 feet beyond the outer limits of the proposed planting area.

Weeds within median areas, pavement, curbs, sidewalk, and other surfaced areas shall be controlled by killing.

Except as specified in these special provisions, disposal of mowed material will not be required unless ordered by the Engineer. Disposal of mowed material, as directed by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

At the option of the Contractor, a growth regulator may be applied to mowed areas, provided the growth regulator is approved in advance by the Engineer and the growth regulator is applied in conformance with these special provisions.

At the option of the Contractor, plants of a larger container size than those originally specified may be used for replacement plants during the first 125 working days of the plant establishment period.

After 125 working days of the plant establishment period have been completed, replacement of plants, except for ground cover plants, shall be one-gallon size for seedlings, pot and liner size plants; 5-gallon size for one-gallon size plants; 15-gallon size for 5-gallon size plants; and other plant replacement, plants shall be the same size as originally specified.

When ordered by the Engineer, one application of a pre-emergent pesticide conforming to the provisions in "Pesticides" of these special provisions shall be applied between 40 working days and 50 working days prior to completion of the plant establishment period. This work will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Wye strainers shall be cleaned at least 15 days prior to the completion of the plant establishment period.

the final inspection shall be performed in conformance with the provisions in Section 5-1.13, "Final Inspection," of the Standard Specifications and shall be completed a minimum of 20 working days before the estimated completion of the contract.

10-2.05 IRRIGATION SYSTEMS

Irrigation systems shall be furnished and installed in conformance with the provisions in Section 20-5, "Irrigation Systems," of the Standard Specifications, except materials containing asbestos fibers shall not be used.

Method A pressure testing shall conform to the provisions in Section 20-5.03H(1), "Method A", of the Standard Specifications, except leaks that develop in the tested portion of the system shall be located and repaired after each test period when a drop of more than 5 pounds per square inch is indicated by the pressure gage. After the leaks have been repaired, the one hour pressure test shall be repeated and additional repairs made until the drop in pressure is 5 pounds per square inch or less.

Pipe supply lines shall be pressure tested in conformance with the provisions in Section 20-5.03H, "Pressure Testing," of the Standard Specifications, except the pipe (supply line) on the discharge side of the control valve shall be tested by Method B as specified in Section 20-5.03H(2), "Method B," of the Standard Specifications.

VALVE BOXES

Valve boxes shall conform to the provisions in Section 20-2.24, "Valve Boxes," of the Standard Specifications, except as otherwise provided herein.

Valve boxes shall be precast portland cement concrete.

Covers for concrete valve boxes shall be concrete, cast iron or steel. Cast iron and steel covers shall be hinged with brass hinge pins for valve boxes containing valves smaller than 2 inches.

Valve boxes shall be identified on the top surface of the covers by labels containing the appropriate abbreviation for the irrigation facility contained in the valve box as shown on the plans. Valve boxes that contain remote control valves shall be identified by the appropriate letters and numbers (controller and station numbers). Labels for valve boxes shall conform to the provisions in Section 20-5.03F, "Valves and Valve Boxes," of the Standard Specifications.

Label material shall be plate plastic or polyurethane.

GATE VALVES

Gate valves shall be as shown on the plans and in conformance with the provisions in Section 20-2.228, "Gate Valves," of the Standard Specifications and these special provisions.

Gate valves, smaller than 3 inches and larger in size, shall be furnished with a cross-handle.

Gate valves, 3 inches or larger in size, shall be furnished with a square nut and 3 long shank keys that will operate the valve.

Gate valves, 3 inches and larger in size, shall be flanged type gate valves. Pipe flanges used to connect plastic or metal pipe to gate valves shall be metal.

Gate valves shall have a solid bronze or brass wedge.

IMPROVEMENT SECURITY
Warranty Security

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Lodi, a municipal corporation, hereinafter designated "City", and DSS Company dba Knife River Construction, hereinafter designated "Principal," have entered into an agreement dated _____, whereby Principal agrees to furnish warranty security of at least 125% of the total cost of the Plant Establishment as security for repair or replacement of defective landscape work for 1 PULL CALENDAR YEAR FROM September 6, 2011, in the project known as "State Route 99/Harney Lane Interim Improvement Project". This Agreement is on file in the office of the Public Works Director of the City of Lodi, and is referred to and made a part hereof.

NOW, THEREFORE, ~~we~~, the Principal and _____, as surety, are held and firmly bound unto the City in the sum of TEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE and NO/100 DOLLARS (\$10,875.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on

SURETY:

PRINCIPAL:

by: _____

Attorney-in-fact

Agent

Address

Address

APPROVED AS TO FORM:



City Attorney



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$3,000,000 Ea. Occurrence | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 combined single limit |
| 3. <u>POLLUTION LIABILITY</u>
\$1,000,000 Ea. Occurrence | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be Included with Contractor's policies,)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	12/13/2011
4. DEPARTMENT/DIVISION: Public Works			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	325		3205	Fund Balance	\$ 60,000.00
B. USE OF FINANCING	325	325065	7720	SR 99/Harney Interim Improvements	\$ 60,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Acceptance of State Route 99/Harney Lane interim improvement project. Appropriation to cover remaining balance of project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 01/18/2012 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: *Shwally Sanchez*

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-03

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING IMPROVEMENTS UNDER CONTRACT FOR STATE
ROUTE 99/HARNEY LANE INTERIM IMPROVEMENT PROJECT,
AUTHORIZING CITY MANAGER TO EXECUTE A PLANT
ESTABLISHMENT AGREEMENT, AND FURTHER
APPROPRIATING FUNDS

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WHEREAS, the State Route 99/Harney Lane Interim Improvement Project was awarded to Knife River Construction, of Stockton, California, on October 20, 2010, and has been completed in substantial conformance with the plans and specifications approved by City Council; and

WHEREAS, Knife River Construction is required by contract to maintain the new plants along the State Route 99 on/off ramps for a period of 250 working days but has requested to execute a Plant Establishment Agreement in lieu of this requirement; and

WHEREAS, staff recommends approval of the Plant Establishment Agreement, and Knife River Construction has provided a signed agreement and all necessary security and insurance documents; and

WHEREAS, Measure K funds were appropriated last fiscal year at contract award in the amount of \$60,000; however, these funds were not expended and did not automatically roll over to the current fiscal year. Staff is recommending the funds be appropriated in the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the improvements under the contract with Knife River Construction, of Stockton, California, for the State Route 99/Harney Lane Interim Improvement Project; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a Plant Establishment Agreement with Knife River Construction, of Stockton, California; and

BE IT FURTHER RESOLVED that funds in the amount of \$60,000 be appropriated from Measure K funds for this project.

Dated: January 18, 2012

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I hereby certify that Resolution No. 2012-03 was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 18, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Johnson

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOEL
City Clerk

CITY COUNCIL

JOANNE L. MOUNCE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
PHIL KATZAKIAN

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

KONRADT BARTLAM
City Manager
RANDI JOHL
City Clerk
D. STEVEN SCHWABAUER
City Attorney
F. WALLY SANDELIN
Public Works Director

January 12, 2012

Knife River Construction
655 W. Clay Street
Stockton, CA 95206

Dale Gillespie
RMC Company
1420 S. Mills Avenue, Ste. K
Lodi, CA 95242

SUBJECT: Adopt Resolution Accepting Improvements Under Contract for State Route 99/
Harney Lane Interim Improvement Project, Appropriating Funds (\$60,000) and
Authorizing City Manager to Execute a Plant Establishment Agreement with
Knife River Construction, of Stockton

Enclosed is a copy of background information on an item on the City Council agenda of
Wednesday, January 18, 2012. The meeting will be held at 7p.m. in the
City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a
Council Member requests discussion. The public is given an opportunity to address
items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council,
City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the
mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's
card (available at the Carnegie Forum immediately prior to the start of the meeting) and
give it to the City Clerk. If you have any questions about communicating with the
Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Lyman Chang,
Senior Civil Engineer, at (209) 333-6800, extension 2665.



for: F. Wally Sandelin
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk